

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF VIRGINIA
ROANOKE DIVISION

CLERK'S OFFICE U.S. DIST. COURT
AT LYNCHBURG, VA
FILED *for Roanoke*
MAY 08 2007

JOHN F. CORCORAN, CLERK
BY: *Fay Coleman*
DEPUTY CLERK

DONTA ROLANDA HARRIS
A/K/A DONTA ROLANDO HARRIS,
Petitioner,

Civil Action No. 7:07cv00239

v.

MEMORANDUM OPINION

UNITED STATES OF AMERICA,
Respondent.

By: Hon. Norman K. Moon
United States District Judge

Petitioner Donta Rolando Harris, also known as Donte Rolando Harris, a federal inmate proceeding pro se, has filed documents that he styles as an "affidavit" and "judiciary notice," which the court will construe as a Motion to Vacate, Set Aside or Correct Sentence pursuant to 28 U.S.C. § 2255, because he challenges the validity of his conviction for conspiring to escape federal custody, in violation of 18 U.S.C. § 371(f). Harris appears to be challenging his incarceration under the Uniform Commercial Code (UCC).*

A writ of habeas corpus may be granted only if the petitioner is in custody in violation of the Constitution or laws or treaties of the United States. 28 U.S.C. §§ 2241(c)(3) and 2254(a); Estelle v. McGuire, 502 U.S. 62, 68, 112 S. Ct. 475, 116 L. Ed. 2d 385 (1991). The UCC is not relevant to Harris' federal conviction and it is not federal law. See Gilbert v. Monaco Coach Corp., 352 F.Supp.2d 1323, 1329 (N.D.Ga. 2004); Motorola, Inc. v. Perry, 917 F.Supp. 43, 48 n. 5 (D.D.C. 1996). Accordingly, the court finds that Harris' motion is wholly frivolous and dismisses his petition.

The Clerk is directed to send a certified copy of this Memorandum Opinion and the accompanying Order to the petitioner.

ENTER: This 8th day of May, 2007.

Norman K. Moon
United States District Judge

* Harris cites UCC § 1-201(6) at the top of his documents; states that he is a "secured party/creditor . . . per UCC 9-102(72)(A) . . ."; states that he delivered a "Conditional Acceptance for Value, requesting Proof of Claim. . ." to the U.S. Attorney's Office, and that an Assistant U.S. Attorney has "breach[ed]" a binding contract. It appears he also attempts to "VOID" all documents that were sent to him by the court as part of his previous actions.